tom. *Ellis* v. *Ohio Life Ins. & T. Co.*, 4 Oh. St. 628. The recognition of a custom under the circumstances of the instant case would seem warranted by analogy. And as to the endorsement, while one line of authority looks upon it as no guarantee to the drawee, but only to subsequent endorsers, another line is to the contrary, and considers it as affecting the drawee. *Ford* v. *People's Bank of Orangeburg*, 74 S. C. 180. A rule following the equities would seem to be the better.

BILLS AND NOTES—WHAT IS EVIDENCE OF DELIVERY UNDER PLEA OF NON EST FACTUM?—In an action against a decedent's estate on a promissory note, the administrator interposed a plea of non est factum, thus throwing upon the plaintiff the burden of proving the execution of the note. After proof of the signing of the note, it was offered in evidence. After the plaintiff rested his case, the defendant requested a directed verdict on the ground that the plaintiff had not made out a prima facie case. The plaintiff's motion was refused. On error, the question was what proof is necessary to make a prima facie case of delivery. *Held,* proof of signing, coupled with possession of the instrument, is sufficient. *Deeter* v. *Burk* (Indiana, 1915), 107 N. E. 304.

As execution is composed of the two elements of signing and delivering, and the plea of non est factum compels the plaintiff to prove execution, the proof of both signing and delivery is necessary. Some decisions, even in the state of the instant case, are to the effect that proof of signing, though coupled with actual possession, is not sufficient evidence of delivery. *Digan* v. *Mandel*, 167 Ind. 586; *Purviance* v. *Jones*, 120 Ind. 162; *Sears* v. *Daly*, 43 Ore. 346. The instant case adopts a contrary view which is also supported by certain Indiana decisions, *Brooks* v. *Allen*, 62 Ind. 401; *Taylor* v. *Gay*, 6 Blackf. 150. The theory in support of the doctrine of the instant case is that with the signing proved, and possession had, the inference must then be either that the maker did deliver the instrument, or that the holder came into possession of it wrongfully; that the presumption must be in favor of right conduct, and therefore that situation warrants the finding of delivery. This rule it was considered tended to promote the facility of commercial intercourse through the medium of negotiable instruments.

CONSTITUTIONAL LAW—ANTI-ALIEN LABOR STATUTE.—A statute of Arizona (enacted under the initiative provision of the constitution of that state) required employers of more than five laborers to include in that number at least eighty per cent of qualified electors or native-born citizens of the United States; *held,* such a statute is unconstitutional as denying aliens the equal protection of the laws. *Truax, et al.* v. *Raich* (1915), 36 Sup. Ct. 7.

The question was raised upon a bill in equity by an employee who had been threatened with discharge from employment because of the employer's fear of the penalties of the statute. The employment of the complainant was at the will of the parties; and the bill was filed before any proceedings had been begun against the employer for the violation of the statute. The employer, county attorney and attorney general were made defendants. The